

# **EXHIBIT “A”**

**UNITED STATES BANKRUPTCY COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

**In Re:** : **Chapter 13**  
: **Chad Williams** : **Bankruptcy No. 18-13585-mdc**  
: **Debtor** : **Related to Document No. 60, 61, 62 & 68**

**STIPULATION TO RESOLVE U.S. BANK CERTIFICATION  
OF DEFAULT AND OBJECTION TO CLAIM**

U.S. Bank Trust, National Association, as Trustee of Bungalow Series F Trust ("U.S. Bank"), by its counsel, Tucker Arensberg, P.C., and the Debtor, Chad Williams, by and through its undersigned counsel, Sadek and Cooper, files this Stipulation and Consent Order of Court stating as follows:

1. U.S. Bank is the holder of a claim which is secured by real property known as 1934 W. Spencer St., Philadelphia, PA 19141 ("Real Property").
2. On August 9, 2018, U.S. Bank filed a proof of claim in this case at Claim no. 7-1 ("U.S. Bank POC") evidencing a secured claim in the total amount of \$150,532.49 as of the petition date.
3. On October 31, 2018, U.S. Bank filed a motion for relief from stay [Doc. No. 30] and the parties resolved the motion with a Stipulation resolving the Motion for relief From Stay ("Stipulation") which was approved by this honorable court on January 28, 2019 [Doc. No. 45].
4. On May 7, 2019, U.S. Bank filed a Certification of Default of the Stipulation ("U.S. Bank Certification") [Doc. No. 60].
5. On May 9, 2019, Debtor filed a Response to the Certification of Default of the Stipulation [Doc. No. 61].
6. On May 9, 2019, Debtor filed an Objection to the U.S. Bank POC ("Claim Objection") [Doc. No. 62].
7. On May 28, 2019, U.S. Bank filed a combined Response to the Response to the Certification of Default of the Stipulation and the Claim Objection [Doc. No. 68].

8. The parties have come to an agreement with respect to the claims asserted in both the U.S. Bank Certification and the Claim Objection which is as follows:

- (a) U.S. Bank will withdraw its Certification of Default;
- (b) Debtor will withdraw the Claim objection;
- (c) U.S. Bank will file a notice of payment change, which changes the monthly payment due under the mortgage to \$624.28 retroactively as of September 1, 2018.
- (d) U.S. Bank agrees and acknowledges that the Debtor is current through July 1, 2019 and due for the August 1, 2019 payment.
- (e) U.S. Bank shall apply funds received from the Debtor in the amount of \$1,861.10 to the outstanding negative escrow balance.

9. In the event that the Debtor fails to comply with the terms of this Stipulation or fails to make a timely monthly payment, and upon US Bank providing Debtor's counsel with written notice of the default and ten (10) days to cure the default, US Bank shall file an Affidavit of Default with the Court and the Bank's duty to forbear from all rights and remedies under state law, including but not limited to commencing a foreclosure proceeding or scheduling a sheriff's sale shall immediately terminate.

5. It is further agreed by the Parties that any facsimile signatures and/or electronic signatures on this stipulation shall be as enforceable and binding as an original signature.

Consented to:

/s/ Jillian Nolan Snider

Jillian Nolan Snider, Esquire  
Attorney for U.S. Bank Trust National Association, as  
Trustee of Bungalow Series F Trust

/s/ Brad J. Sadek

Brad J. Sadek, Esquire  
Attorney for Debtor

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Consented to:

/s/ Jillian Nolan Snider

Jillian Nolan Snider, Esquire

Attorney for U.S. Bank Trust National Association, as  
Trustee of Bungalow Series F Trust

**No Objection:**



TRUSTEE

/s/ Brad J. Sadek

Brad J. Sadek, Esquire  
Attorney for Debtor

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**ORDER OF COURT**

AND NOW, this 17th day of July, 2019, upon consideration of the Stipulation entered into by counsel for U.S. Bank Trust National Association, as Trustee of Bungalow Series F Trust and with the Debtor, it is hereby ORDERED, ADJUDGED and DECREED that the Stipulation is hereby approved.



Magdeline D. Coleman  
Chief United States Bankruptcy Judge

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